

BID OPENING
CITY OF SAN JOSE
OFFICE OF THE CITY CLERK

RECEIVED
San Jose City Clerk

2010 APR 22 P 2:35

City Clerk
Time Stamp

TOTAL BASE BID 227,028.00

ALT NO. 1 _____

ALT NO. 2 _____

ALT NO. 3 _____

Alt No. 4 _____

Alt No. 5 _____

BID DATE: Thursday April 22, 2010

Project Manager: Allan Andaya ~ 975.7484

GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT

BIDDER NAME: PRESTON PIPELINES

Bond ☒ Cashier's Check _____

Addendums Included ()

YES _____ NO ☒ _____

Non-Collusion Affidavit

YES ☒ NO _____

BID DOCUMENTS

PROPOSAL TO CITY OF SAN JOSÉ

FOR

GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT

Name of Bidder:

The representations herein are made under penalty of perjury.

To: The City of San José, State of California

The undersigned, as bidder, declares that the only person or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has thoroughly read and examined and has full knowledge of and understands all the provisions and contents of this proposal and the documents which must be attached hereto, the Plans approved by the Director of Public Works on January 09, 2009, entitled **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT** and the Specifications approved by the Director of Public Works on January 09, 2009, entitled **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT** on file in the office of the Director of Public Works of the City of San José in City Hall, San José, California; that the bidder has thoroughly examined said Specifications which are on file in the office of the Director of Public Works, and that the bidder has full knowledge of and understands said Specifications and the requirements thereof; and that the bidder has further read and understands, and has knowledge of the contents of any and all addenda to said Specifications on file; and that the bidder proposes and agrees, if this proposal is accepted, that the bidder will contract with the City of San José, in the form of the copy of the contract on file in the office of the Director of Public Works, to do all the work and furnish all materials specified or referred to in the contract, in the manner and time therein prescribed, and according to the requirements of the City or Director of Public Works as therein set forth, to furnish the contract, bonds and insurance specified in the Specifications, and to do all other things required of the Contractor by the contract; and will take in full payment therefor the following price or unit prices as shown in the Schedule of Quantities on the next page(s).

If the bidder or other interested persons is a corporation, state legal name of corporation, also names of the President, Secretary, Treasurer, and the Manager thereof; if a partnership, state the name of the partnership, if one exists, also the names of all the partners comprising the partnership; if any of the partners are individuals, state the first and last name of every individual in full, if any of the partners are corporations, state for each such corporation, the information required above of corporations; if any of the partners are partnerships, state for each such partnership the information required above of partners; if the bidder or other interested person is a joint-venture, state the name of the joint venture, also names of all joint venturers comprising the joint venture; if any of the joint venturers are individuals, state the first and last name of every individual comprising the joint venture; if any of the joint venturers are corporations, state for each corporation the information required above of corporations; if any of the joint venturers are partnerships, state for each such partnership, the information required above of partners; if bidder or other interested persons is an individual, state first and last names in full.

If bidder is an individual, the bidder's signature shall be placed below; if bidder is an individual, doing business under a fictitious name, the name of the individual followed by the words "doing business under (insert the fictitious name)" shall be set forth above, together with the signature of the individual; if bidder is a corporation, the legal name of the corporation shall be set forth above, together with the signature of the officer or officers of the corporation, authorized to sign contracts on behalf of the corporation, the corporate title; that is Vice-President, Secretary, etc., should be placed below the name of the officer and the corporate seal affixed; if bidder is a partnership, the legal name of the partnership, if one exists, shall be set forth above, together with the signature of the partner or partners authorize to sign contracts on behalf of the

SCHEDULE OF QUANTITIES

PROJECT: Gundersen Drive Storm Drain Improvement Project

CONTRACTOR:

File No.: 5269

ITEM NO.	SPEC. SECT.	ITEM DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE	EXTENSION
1	5-2	Street Clean-up (Minimum \$500 per day) (Revocable)	Day	15	\$ 500.00	\$7,500.00
1b.	5-2	Street Clean-Up (Additional unit price above minimum price listed in Item No. 1a. above) (Revocable)	Day	15	40 ⁰⁰	600 ⁰⁰
2	11-1	Mobilization(Revocable) (\$10,000 Fixed Bid)	L.S.	1	10,000.00	10,000.00
3	12-1	Traffic Control	L.S.	1	7094 ⁰⁰	7094 ⁰⁰
4	12-2	Police Officer (min. \$50.00 per hr.) (Revocable)	Hr.	120	50 ⁰⁰	6000 ⁰⁰
5	15-1.02	Additional Potholing (Revocable)	Ea.	2	623 ⁰⁰	1246 ⁰⁰
6	15-3	Utility Conflict (Revocable) (\$10,000 Fixed Bid)	L.S.	1	10,000.00	10,000.00
7	25-1	Additional Backfill Material (Revocable)	Ton	15	68 ⁰⁰	1020 ⁰⁰
8	39-1	Additional Asphalt Concrete Pavement (Revocable)	Ton	50	235 ⁰⁰	11,750 ⁰⁰
9	73-1	Additional Curb & Gutter (Revocable)	L.F.	30	20 ⁰⁰	600 ⁰⁰
10	81-2	Replace City Standard Monument (Revocable)	Ea.	1	6400 ⁰⁰	6400 ⁰⁰
11	1301-2	Trench Sheet piling, Shoring and Bracing	L.S.	1	1260 ⁰⁰	1260 ⁰⁰
12	1301-7	Bedding Stabilization Material (Revocable)	Ton	225	72 ⁰⁰	16,200 ⁰⁰
13	1302-2	Install 12-inch Dia. DIP, Thickness Class 52	L.F.	75	284 ⁰⁰	21,300 ⁰⁰
14	1302-2	Install 20-inch Dia. DIP, Thickness Class 52	L.F.	420	271 ⁰⁰	113,820 ⁰⁰
15	1305-1	Standard Concentric Manhole, D-11 (21-inch & Smaller Diameter Pipe)	Ea.	2	2510 ⁰⁰	5020 ⁰⁰
16	1305-1	Standard Regular Hooded Inlet	Ea.	2	3609 ⁰⁰	7218 ⁰⁰
					TOTAL	227,028⁰⁰

partnership; if any of the partners are corporations, execution for such partners shall be accomplished in accordance with the requirements set forth above for corporations; if any of the partners are partnerships, execution for such partners shall be accomplished in accordance with the requirements set forth above for partnership; if bidder is a joint-venture, the legal name of the joint venture, if one exists, shall be set forth above for partnerships. If signature is by an agent other than an officer of a corporation, or member of a partnership or a joint venture, a Power of Attorney must be on file with the City Clerk prior to opening bids or submitted with the bid; otherwise, the bid may, at the City's option, be disregarded as non-responsive.

If this proposal shall be accepted and the undersigned shall fail to contract, and to give the Contractor's Bond For Faithful Performance and the Contractor's Payment Bond required by the specifications and contract and by law, and to provide all insurance as required by said contract, within eight (8) days after the bidder has received notice from the City of San José, the City may, at its option, determine that the bidder has abandoned his/her contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the City of San José.

In accordance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding on contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board. Signing this Proposal on the signature portion thereof shall constitute signature of this Statement.

Accompanying this proposal are the following documents completely filled in by the bidder and the same are incorporated herein by reference;

1. Cash, a cashier's check or a certified check made payable to City, or a bidder's bond executed by an admitted surety insurer naming the City as beneficiary, in an amount equal to at least ten percent (10%) of the total amount bid including all alternatives.
2. A list of subcontractors for work over one half of one percent, if any, the address of each subcontractor and the description of work to be done by each subcontractor.
3. A statement of financial responsibility, technical ability, and experience if such information is not already on file with the City.

City may at its option, request additional supplemental information after bid opening.

Bidder understands that the City reserves the right to reject any or all bids and to waive any informalities in the bidding.

The undersigned, as bidder, declares that in listing subcontractors in this bid, I have not discriminated or given any preference to any firm based on race, sex, color, age, religion, sexual orientation, disability, ethnicity, or national origin. I understand that any such discrimination or preference is in violation of Chapter 4.08 of the Municipal Code.

Execution of the Non-Collusion Affidavit constitutes execution of this Bid Proposal including the above statement of nondiscrimination and, with the exception of the Bidder's Bond or Addenda, if any, no other signatures will be required.

NONCOLLUSION AFFIDAVIT

Project Title: **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT**

Gary Menges print name, being first duly sworn, deposes and says that he/she is the party making the foregoing bid that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof the effectuate a collusive or sham bid.

In accordance with Title 23, United States Code, Section 112, the bidder hereby states, under penalty of perjury, that he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this contract. Bidders are cautioned that making a false certification may subject certifier to criminal prosecution.

The undersigned declares under penalty of perjury that the information contained in this proposal and all accompanying documents are true and correct.

Executed on APRIL 22, 2010

Preston Pipelines, Inc.
Legal Company Name

CORPORATION
Indicate Type of Entity: Sole Proprietorship,
Partnership (General/Limited Partners),
Corporation, Joint Venture, etc.

By: [Signature]
Title: Gary Menges-Secretary

City Business Lic. No.: 1436721210
Expiration Date: 4.15.11
State Contractor Lic. No.: 367660
Classification: AC16C34 C42 HAZ1
Expiration Date: 12.31.10
Federal I. D. No.: 94-2508467
Address: 133 BOTHELO AVE
MILPITAS, CA 95035
Telephone: 408-262-1418

NOTARY

On _____ before me, _____, personally appeared
(name and title of officer)

_____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under the PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

Notary Public

100

100

100

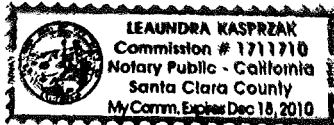
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100

State of California
County of Santa Clara

Subscribed and sworn to (or affirmed) before me on this 22nd
day of April, 2010, by Gary A. Menges

proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.



(Seal)

Signature


Leandra Kasprzak,

Notary Public

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BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, See Attached as PRINCIPAL, and _____, a corporation duly organized under the laws of the State of _____ and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San José (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San José, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of _____ DOLLARS (\$ _____).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San José, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San José, City Hall, 200 E. Santa Clara St., Wing, 2nd Floor, San José, California 95113, on April 22, 2010, for **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT**.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day
of _____, 2008.

PRINCIPAL

SURETY

Legal Company Name

Legal Company Name

Indicate Type of Entity

By

Title:

By

Title:

By

Title:

By

Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San José Standard Specifications, July 1992.

LIST OF SUBCONTRACTORS

Designation of Subcontractors shall be as required in Section 2-1.15A of the City of San José Standard Specifications, July 1992.

[illegible]

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

See Attached

STATEMENT OF BIDDER'S EXPERIENCE

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PROJECT NAME

AGENCY/ENTITY

CONTRACT AMOUNT

See Attached

STATEMENT OF BIDDER'S EXPERIENCE

The bidder is required to state below what work of similar magnitude or character the bidder has done, and to give reference that will enable the City Council to judge the bidder's experience, skill and business standing and of the bidder's ability to conduct the bidder's work as completely and as rapidly as required under the terms of the contract.

PROJECT NAME	AGENCY/ENTITY	CONTRACT AMOUNT
Cedar Street Sanitary Sewer Relocation	City of West Sacramento/City of West Sacramento	\$224,300.00
LaLoma Avenue Sanitary Sewer Lift Station Replacement	City of Modesto/City of Modesto	\$1,794,000.00
Fransil Lane Sewer and Recycled Water Line	City of Turlock/City of Turlock	\$2,419,500.00
East Stockton Storm Drain Replacement	County of San Joaquin/County of San Joaquin	\$2,360,000.00
Flag City Force Main and Pump Station	County of San Joaquin/County of San Joaquin	\$1,355,000.00
Anderson Street Storm Drain	City of Stockton/City of Stockton	\$805,541.00
Sperry and Ward Sanitary Sewer Main	City of Patterson/City of Patterson	\$952,635.00
Mt. Diablo Storm-Sewer Improvements	City of Tracy/City of Tracy	\$149,090.00
E/F Alley Sanitary Sewer Replacement	City of Sacramento/City of Sacramento	\$236,000.00
Airport and Union Storm Drainage Improvements	City of Stockton/City of Stockton	\$965,999.00
Berg Avenue Area Water and Sewer Line Improvements CIP 7450 and 7571	City of Tracy	\$622,500.00

BIDDER'S BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That we, PRESTON PIPELINES, INC. as PRINCIPAL, and SAFECO INSURANCE COMPANY OF AMERICA, a corporation duly organized under the laws of the State of Washington and duly licensed to become sole surety on bonds required or authorized by the State of California, as SURETY, are held and firmly bound unto the City of San José (hereinafter called the "City"), in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Principal above named, submitted by said Principal to the City of San José, for the work described below; for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the Surety hereunder exceed the sum of Ten Percent of Total Amount Bid DOLLARS (\$----10.00%----).

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of San José, for certain construction specifically described as follows, for which bids are to be opened in the Office of the City Clerk, City of San José, City Hall, 200 E. Santa Clara St., Wing, 2nd Floor, San José, California 95113, on April 22, 2010, for **GUNDERSEN DRIVE STORM DRAIN IMPROVEMENT**.

NOW, THEREFORE, if the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed forms, in accordance with the bid, and files a Faithful Performance Bond and a Contractor's Payment Bond, and files the required insurance policies with the City, all as required by the specifications and the contract or by law, then the obligation shall be null and void; otherwise it shall be and remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

In the event suit is brought upon this bond by the Obligee and judgement is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 21st day
of April, 2010, ~~2008~~

PRINCIPAL

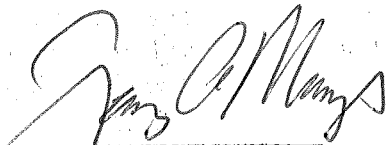
SURETY

PRESTON PIPELINES, INC.
Legal Company Name

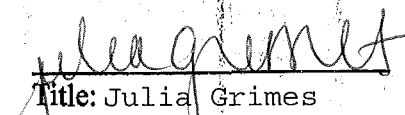
SAFECO INSURANCE
COMPANY OF AMERICA
Legal Company Name

Corporation
Indicate Type of Entity

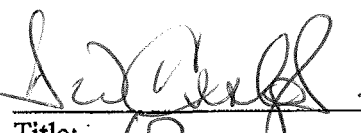
By


Title: Gary Menges-Secretary

By


Title: Julia Grimes
Attorney-in-Fact

By


Title: VP
Dave Heslop-Vice President of Operations

By

n/a
Title:

(Affix Corporate Seals)

(Attach Acknowledgments of both Principal and Surety signatures)

1. The first part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

2. The second part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

3. The third part of the document is a list of the names of the persons who have been appointed to the various offices of the city of New York.

POWER
OF ATTORNEY

No. 10947

KNOW ALL BY THESE PRESENTS:

That **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA**, each a Washington corporation, does each hereby appoint

*****GEOFFREY R. GREEN; JULIA GRIMES; MATTHEW KELLY; JEANETTE CONLEY; MICHAEL E. SHEAHAN;
JAMES W. UNTIEDT; Fremont, CA*****

its true and lawful attorney(s)-in-fact, with full authority to execute on its behalf fidelity and surety bonds or undertakings and other documents of a similar character issued in the course of its business, and to bind the respective company thereby.

IN WITNESS WHEREOF, **SAFECO INSURANCE COMPANY OF AMERICA** and **GENERAL INSURANCE COMPANY OF AMERICA** have each executed and attested these presents

this 21st day of January, 2010

Dexter R. Legg

Dexter R. Legg, Secretary

Timothy A. Mikolajewski

Timothy A. Mikolajewski, Vice President

CERTIFICATE

Extract from the By-Laws of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA**:

"Article V, Section 13. - FIDELITY AND SURETY BONDS ... the President, any Vice President, the Secretary, and any Assistant Vice President appointed for that purpose by the officer in charge of surety operations, shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the company in the course of its business... On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

Extract from a Resolution of the Board of Directors of **SAFECO INSURANCE COMPANY OF AMERICA**
and of **GENERAL INSURANCE COMPANY OF AMERICA** adopted July 28, 1970.

"On any certificate executed by the Secretary or an assistant secretary of the Company setting out,

- (i) The provisions of Article V, Section 13 of the By-Laws, and
- (ii) A copy of the power-of-attorney appointment, executed pursuant thereto, and
- (iii) Certifying that said power-of-attorney appointment is in full force and effect,

the signature of the certifying officer may be by facsimile, and the seal of the Company may be a facsimile thereof."

I, Dexter R. Legg, Secretary of **SAFECO INSURANCE COMPANY OF AMERICA** and of **GENERAL INSURANCE COMPANY OF AMERICA**, do hereby certify that the foregoing extracts of the By-Laws and of a Resolution of the Board of Directors of these corporations, and of a Power of Attorney issued pursuant thereto, are true and correct, and that both the By-Laws, the Resolution and the Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of said corporation

this 21st day of April, 2010



Dexter R. Legg

Dexter R. Legg, Secretary

STATE OF CALIFORNIA

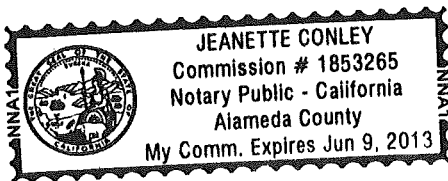
COUNTY OF SANTA CLARA

ss.

On April 21, 2010, before me, Jeanette Conley, Notary Public, personally appeared Julia Grimes, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

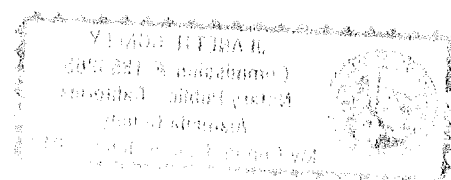


(Seal)


Jeanette Conley, Notary Public - California

Description of Attached Document:

PRESTON PIPELINES, INC.
CITY OF SAN JOSE
Gundersen Drive Storm Drain Improvement
Bid Bond



ACKNOWLEDGMENT

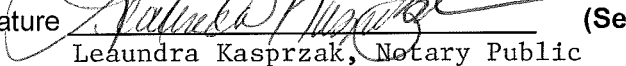
State of California
County of Santa Clara

On April 22, 2010 before me, Leaundra Kasprzak, Notary Public
(insert name and title of the officer)

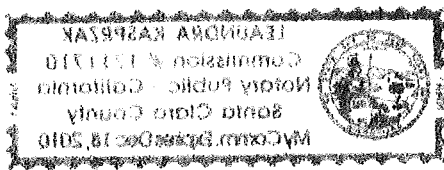
personally appeared David W. Heslop,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in
his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Leaundra Kasprzak, Notary Public





ACKNOWLEDGMENT


State of California
County of Santa Clara

On April 22, 2010 before me, Leaundra Kasprzak, Notary Public
(insert name and title of the officer)

personally appeared Gary A. Menges,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (Seal)
Leaundra Kasprzak, Notary Public

